

INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PHOENIX

A.G. CONTRACT NO. 80-389

23627

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF PHOENIX, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include,

NO. <u>6431</u>
FILED WITH SECRETARY OF STATE
Date Filed... <u>6-19-80</u>
..... <u>[Signature]</u> .....
Secretary of State

but not be limited to the operation and maintenance of traffic signals and/or intersection lighting at the following locations:

US 60 & 43rd Ave. & Camelback Rd.	US 60 & 1st St.	SR 85 & 51st Ave.
US 60 & 35th Ave. & Indian School Rd.	US 60 & 2nd St.	SR 85 & 43rd Ave.
US 60 & 33rd Ave.	US 60 & 3rd St.	SR 85 & 35th Ave.
US 60 & Osborn Rd.	US 60 & 4th St.	SR 85 & 27th Ave.
US 60 & 27th Ave. & Thomas Rd.	US 60 & 7th St.	SR 85 & 19th Ave.
US 60 & I-17 Frontage Rd.	US 60 & 9th St.	SR 85 & Grant St.
US 60 & 23rd Ave. & Encanto Blvd.	US 60 & 11th St.	SR 85 & Madison St.
US 60 & 19th Ave. & McDowell Rd.	US 60 & 16th St.	SR 85 & Jefferson St.
US 60 & 15th Ave. & Roosevelt St.	US 60 & 20th St.	SR 85 & 16th Ave.
US 60 & 7th Ave. & Van Buren St. (SR 85)	US 60 & 24th St.	SR 85 & 15th Ave. NB
US 60 & 5th Ave.	US 60 & 32nd St.	SR 85 & Washington St.
US 60 & 3rd Ave.	US 60 & 40th St.	SR 85 & Van Buren St.
US 60 & 2nd Ave.	US 60 & 44th St.	
US 60 & 1st Ave.	US 60 & 48th St.	
US 60 & Central Ave.	US 60 & 52nd St.	
	US 60 & Galvin Parkway	
		SR 143 & Washington St.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for, all electrical energy costs to operate the traffic signals and/or intersection lighting.

2. The CITY shall set aside sufficient funds and be responsible for all routine maintenance, and emergency maintenance, and operations of traffic signals and lighting.

3. The CITY shall keep detailed maintenance records and they shall be made available to the STATE if requested.

4. Any new installation or any betterment shall be based on a traffic engineering study conducted, or concurred with, by the STATE; and the mutual involvements shall be negotiable.

5. The CITY shall pay for installation and monthly telephone charges for interconnect circuits when utilized.

6. While the STATE may furnish certain materials and apparatus, the CITY shall indemnify, save harmless, and defend the STATE, its officers and employees, from all suits, actions or claims of any character brought: because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the CITY or in consequence of any neglect in safe-guarding the work; or because of any act or omission, neglect or misconduct of any employee of the CITY in accomplishing the work; or because of the use of State-furnished materials which may be determined by reasonable inspection upon receipt of said materials to be patently deficient and unacceptable.

7. This Agreement shall remain in force and effect until the work therein embraced has been completed in accordance with the terms of the Agreement or until earlier terminated by either the STATE or the CITY upon thirty (30) days' written notice of that intent, except, however, that the parties hereto shall retain any continuing obligations contemplated by this Agreement.

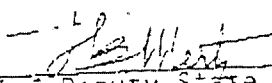
All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

8. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or intersection lighting on those State Highways which traverse within the boundaries of the CITY.

9. It is understood that the list of intersections set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

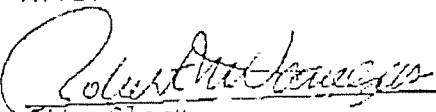
10. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.
11. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.
12. This Agreement shall be filed with the Secretary of State and shall become effective on the 19th day of August, 1979, but in no event prior to its being filed with the Secretary of State.
13. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By:   
Chief Deputy State Engineer

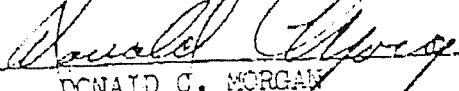
Date: June 5, 1980

ATTEST:

  
ACTING City Clerk

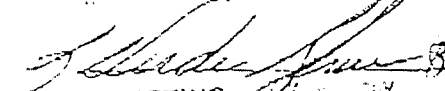
Date: JAN 23 1980

CITY OF PHOENIX  
MARVIN A. ANDREWS, CITY MANAGER

By:   
DONALD C. MORGAN  
Title: CITY TRAFFIC ENGINEER  
TRAFFIC ENGINEERING DEPARTMENT

Date: \_\_\_\_\_

APPROVED AS TO FORM

  
ACTING

## EXHIBIT "A"

## LETTER ADDENDUM

In accordance with paragraph 9 of the Agreement (A.G. No. 80-389, Secretary of State No. 6437, dated June 19, 1980) for the operation and maintenance of traffic signals and/or intersection lighting between the STATE OF ARIZONA and the CITY OF PHOENIX, it is agreed by both parties that the following intersection be added to the existing List of intersections to be operated and maintained as set forth in said Agreement.

S.R. 91 @ 67th Avenue

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By: [Signature]  
Chief Deputy State Engineer

CITY OF PHOENIX

By: [Signature]  
Title: City Traffic Engineer

ATTEST:

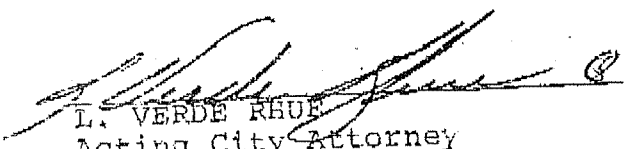
Date: 1-30-84



ADOT TRAFFIC ENG.

May 27, 1980

I have reviewed the proposed governmental agreement between the Arizona Department of Transportation and the City of Phoenix in regard to the operation and maintenance of State-owned traffic signals on State routes within the City of Phoenix, City Contract Number 23627, and it is my determination that the agreement is in proper form and within the power and authority of the City of Phoenix under its charter and the statutes of the State of Arizona.

  
L. VERDE RHUE  
Acting City Attorney

LVS RAS/TC

RECEIVED

JUN 2 1980

TRAFFIC ENGR. SECTION  
PHOENIX

## EXHIBIT "C"

## LETTER ADDENDUM

In accordance with paragraph 9 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF PHOENIX consummated on June 19, 1980 it is agreed by both parties that the following intersection(s) be added to, or deleted from the existing list of intersections to be operated and maintained as set forth in said Agreement.

STATE OF ARIZONA  
THE ARIZONA DEPARTMENT OF TRANSPORTATION

By: [Signature]  
Chief Deputy State Engineer

Date: June 5, 1986

CITY OF PHOENIX  
MARVIN A. ANDREWS, CITY MANAGER

By: [Signature]  
DONALD C. MORGAN  
Title: CITY TRAFFIC ENGINEER  
TRAFFIC ENGINEERING DEPARTMENT

Date: \_\_\_\_\_

ATTEST:

ACTING

[Signature]  
City Clerk

JAN 28 1980

Date: \_\_\_\_\_

APPROVED AS TO FORM

[Signature]  
City Attorney



OFFICE OF THE  
**Attorney General**

1001 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 80-389, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DAT: this 11th day of June, 1980.

ROBERT K. CORBIN  
Attorney General

*[Signature]*  
Assistant Attorney General  
Transportation Division